

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

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BARRY C. HONIG, and GRQ CONSULTANTS,  
INC.,

Plaintiffs,

-against-

20 CIVIL 2808 (NRB)

USDC SDNY  
DOCUMENT  
ELECTRONICALLY FILED  
DOC #:  
DATE FILED: 11/23/2020

**JUDGMENT**

RIOT BLOCKCHAIN, INC.,

Defendant.

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It is hereby **ORDERED, ADJUDGED AND DECREED:** That for the reasons stated in the Court's Memorandum and Order dated November 20, 2020, because Riot had no duty to indemnify plaintiffs for expenses arising out of the Legal Proceedings, Count Two of the Amended Complaint for breach of contract is dismissed. Because Count One for declaratory relief is premised on the same argument for breach, it likewise must fail. See *Kinsey v. Cendant Corp.*, 521 F. Supp. 2d 292, 306 (S.D.N.Y. 2007). Riot also requested that the Court award it reasonable attorneys' fees should it prevail on its motion. ECF No. 41 at 11. The SPAs provide "the prevailing party" in "an action or proceeding to enforce any provisions" of the SPAs "shall be reimbursed by the other party for its reasonable attorneys' fees and other costs and expenses incurred with the investigation, preparation and prosecution of such action or proceeding." SPA § 5.9. As Riot has prevailed on its motion and consequently in this action, the request for reasonable attorneys' fees is appropriate and granted; accordingly, this case is closed.

**Dated:** New York, New York

November 23, 2020

**RUBY J. KRAJICK**

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**Clerk of Court**

BY:

*\*mango*  
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**Deputy Clerk**